11-677

1879

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 155.

JOSEPH M. DOUGLASS, PLAINTIFF IN ERROR,

vs.

PIKE COUNTY, MISSOURI.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

FILED JULY 6, 1877.

SUPREME COURT OF THE UNITED STATES.

No. 155.

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IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF MISSOURI.

INDEX.

	Original.	Print.
Writ of error	1	1
Return to writ	2	1
Citation	3	2
Petition	5	2
Summons	244	191
Return	244	192
Demurrer to petition	245	192
Submission	246	192
Judgment	246	193
Bill of exceptions allowed	246	193
Writ of error, &c., allowed	246	193
Bill of exceptions	247	193
Bond	247	193
Clerk's certificate	249	194

1 UNITED STATES OF AMERICA, *ss :*

The President of the United States, to the honorable the judges of the circuit court of the United States for the eastern district of Missouri, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said circuit court, before you, at the March term, 1877, thereof, between Joseph M. Douglass, plaintiff, and Pike County, Missouri, defendant, a manifest error hath happened, to the great damage of the said plaintiff as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next; in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, this 20 day of April, in the year of our Lord one thousand eight hundred and seventy-seven.

Issued at office in the city of St. Louis, with the seal of the circuit court of the United States for the eastern district of Missouri, dated as aforesaid.

[SEAL.] M. M. PRICE,
Clerk Circuit Court United States, Eastern District of Missouri.
By A. P. SELBY,
Deputy.

Allowed by SAMUEL TREAT, *Judge.*
JOHN F. DILLON, *Judge.*

2 *Return to writ.*

UNITED STATES OF AMERICA,
Eastern District of Missouri, ss :

In obedience to the command of the within writ, I herewith transmit to the Supreme Court of the United States a duly certified transcript of the *the* record and proceedings in the within entitled case, with all things concerning the same.

In witness whereof I hereto subscribe my name and affix the seal of said circuit court at office in the city of St. Louis, this 29th day of May, A. D. 1877.

[SEAL.] M. M. PRICE,
Clerk of said Court.
By A. P. SELBY,
Deputy.

(Indorsed:) No. 969. United States circuit court, eastern district of Missouri. Joseph M. Douglass vs. Pike County. Writ of error to the circuit court of the United States, eastern dist. of Missouri. Returned and filed 20 day of Apr., 1877. M. M. Price, clerk.

3 The United States of America to Pike County, Missouri, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, D. C., on the second Monday of October next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the eastern district of Missouri, wherein Joseph M. Douglass is plaintiff in error and you are defendant in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the honorable Samuel Treat, judge of the circuit court of the United States for the eastern district of Missouri, this 16th day of April, in the year of our Lord one thousand eight hundred and seventy-seven.

SAMUEL TREAT,
Judge United States Circuit Court, Eastern District of Missouri.

4 Service of the within citation is hereby acknowledged this the 18 day of April, A. D. 1877.

FAGG & BIGGS,
Atty's for Def't.

(Indorsed:) 969. United States circuit court, eastern district of Missouri. Joseph M. Douglass vs. Pike County. Citation. Filed Apr. 20, 1877. M. M. Price, clerk.

5, 6 In the circuit court of the United States for the eastern district of Missouri.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
PIKE COUNTY, DEFENDANT.

Be it remembered that heretofore, to wit, on the 22nd day of February, A. D. 1877, there was filed in the clerk's office of said court a petition in said case, which petition is in words and figures following, to wit:

Petition.

In the circuit court of the United States for the eastern district of Missouri. March term, A. D. 1877.

STATE OF MISSOURI, *ss:*

JOSEPH M. DOUGLASS, PLAINTIFF,
against
PIKE COUNTY, DEFENDANT.

1ST COUNT.—Plaintiff states that he is a citizen and resident of the State of Nevada, and that the defendant is a municipal corporation, duly organized under the laws of the State of Missouri, being one of the counties of the State of Missouri, and composed of citizens of the State of Missouri, and within the eastern district of Missouri.

7 Plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its cer-

tain writing obligatory called bond numbered 7, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond. A copy of said bond is annexed and made part hereof, marked Exhibit A.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 7, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

2d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 7, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

8 3d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 15, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad

Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 15, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

4th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 15, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

9 5th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 16, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said

bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872 January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 16, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

6th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 16, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

10 7th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 17, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State

of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 17, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

8th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 17, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

11 9th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 18, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a rail-

road into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 18, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

10th. And for another cause of action, plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 18, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

12 11th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 19, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 19, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

12th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 19, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

13 13th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 20, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 20, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

14th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 20, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

14 15th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 21, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the 1st days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 21, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was

presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

16th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 21, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

15 17th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 22, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 22, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

18th. And for another cause of action plaintiff says that he is the

bearer and holder for value of interest coupon No. 10, detached from said bond numbered 22, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

16 19th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 23, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff futher says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 23, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

20th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 23, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment

and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

17 21st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 24, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 24, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

22d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 24, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

18 23d. And for another cause of action the plaintiff further states

that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 25, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 25, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

24th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 25, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

19 25th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 26, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the

seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 26, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

26th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 26, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

20 27th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 27, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars

each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1871; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 27, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

28th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 27, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

21 29th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 28, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri,

entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 28, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

30th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 28, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

22 31st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 29, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corpora-

tion existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 29, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

32d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 29, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

23 33d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 30, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 30, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

34th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 30, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

24 35th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 31, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attached by H. C. Campbell, the then clerk of the county courtof said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments twenty-five dollars each, on the first days of January and July in eachyear, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 31, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof the interest and damages and thereon, and herewith files the said coupon as part of this petition.

36th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 31, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

25 37th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 32, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 32, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 30, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

34th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 30, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

24 35th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 31, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attached by H. C. Campbell, the then clerk of the county courtof said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments twenty-five dollars each, on the first days of January and July in eachyear, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 31, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof the interest and damages and thereon, and herewith files the said coupon as part of this petition.

36th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 31, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

25 37th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 32, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 32, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon

was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

38th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 32, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

39th. And for another cause of action the plaintiff further states
26 that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 33, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bonds.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 33, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment in the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

40th. And for another cause of action plaintiff says that he is the

bearer and holder for value of interest coupon No. 10, detached from said bond numbered 33, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

27 41st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 34, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year; at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 34, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

42d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 34, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and pay-

ment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

28 43d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 35, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 35, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

44th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 35, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

29 45th. And for another cause of action the plaintiff further states

that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 36, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 36, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

46th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 36, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

30 47th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 37, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Rail-

road Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 37, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

48th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 37, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

31 49th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 38, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank,

on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 38, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this pet tion.

50th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 38, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of the petition.

32 51st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 39, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the

State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 39, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

52d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 39, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

33 53d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 40, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a rail-

road into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 40, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

54th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 40, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

34 55th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 41, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 41, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

56th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 41, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

35 57th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 42, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 42, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

58th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 42, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

36 59th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 43, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 43, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was

presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

60th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 43, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

37 61st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 44, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states, that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 44, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore, plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

62d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from

said bond numbered 44, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

38 63d. And for another cause of action the plaintiff further states, that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 47, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No 9, detached from said bond numbered 47, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

64th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 47, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid

wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

39 65th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 48, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 48, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

66th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 48, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

40 67th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike

County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 49, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest on all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 49, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

68th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 49, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

41 69th. And for another cause of action, the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond number 50, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike

County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

And plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 50, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

70th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 50, by the terms of which said Pike County promised to pay the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

42 71st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 51, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said

bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 51, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

72d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 51, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

43 73d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 52, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in

the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a coporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 52, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

74th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 52, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

44 75th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 53, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build

a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 53, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

76th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 53, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

45 77th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 54, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that the said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the County Court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to

the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 54, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and he herewith files the said coupon as part of this petition.

78th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 54, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

46 79th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 55, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupon annexed to said bond.

Plaintiff further says that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of in-

terest coupon No. 9, detached from said bond numbered 55, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiffs asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

80th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 55, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

47 81st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 56, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 56, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof re-

fused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

82d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 56, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

48 83d And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 57, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 57, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

84th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from

said bond numbered 57, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

49 85th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 38, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 58, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

86th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 58, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; where-

fore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

50 87th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 59, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," aproved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 59, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

88th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 59, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

51 89th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County,

on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 60, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the 1st days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 60, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

90th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 60, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

52 91st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 61, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County

Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1874; July 1st, 1873; January 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 61, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

92d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 61, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

53 93d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 62, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on pre-

sentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 62, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

94th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 62, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

54 95th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 63, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in

the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 63, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

96th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 63, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

55 97th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 64, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a rail-

road into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 64, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

98th. And for a another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 64, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

56 99th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 65, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 65, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

100th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 65, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

57 101st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 66, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of in-

terest coupon No. 9, detached from said bond numbered 66, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

102d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest-coupon No. 10, detached from said bond numbered 66, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

58 103d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 67, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 67, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was

presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

104th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 67, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

59 105th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 68, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuiver township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 68, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

106th. And for another cause of action plaintiff says that he is the

bearer and holder for value of interest coupon No. 10, detached from said bond numbered 68, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

60 107th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 69 signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 69, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

108th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 69, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment

and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

61 109th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 70, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 70, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

110th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest-coupon No. 10, detached from said bond numbered 70, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that, on the day and year last aforesaid, said interest-coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

62 111th. And, for another cause of action, the plaintiff further

states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 71, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond, numbered 71, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that, on the day and year last aforesaid, said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

112th. And, for another cause of action, plaintiff says that he is the bearer and holder for value of interest-coupon No. 10, detached from said bond numbered 71, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that, on the day and year last aforesaid, said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

63 113th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 72, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the

seal of said court, promised to pay to the Pike County Short Line Rail road Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 72, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

114th. And for another cause of action, plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 72, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

64 115th. And for another cause of action, the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 73, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each,

on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 73, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

116th. And for another cause of action, plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 73 by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

65 117th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 74, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State

of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 74, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

118th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 74, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

66 119th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 75, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County; and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each, on the first days of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said

railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 75, by the terms of which said Pike County promised to pay to the bearer thereof, the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

120th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 75, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

67 121st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 76, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the install-

ments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 76, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

122d And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 76, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

68 123d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 77, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 77, by the terms

of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 77, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

69 125th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 78, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January, 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 78, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

126th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 78, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

70 127th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 79, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 79, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid, wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

128th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 79, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said

interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid, wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

71 129th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 80, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of the said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "Anact to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 80, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

130th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 80, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

72 131st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 81, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 81, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

132d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 81, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

73 133d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 82, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the

then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 82, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

134th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 82, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

74 135th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 83, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum,

payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 83, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

136th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 83, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

75 137th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 84, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county un-

der the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 84, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

138th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest-coupon No. 10, detached from said bond numbered 84, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

76 139th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 85, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made

by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 85, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

140th. And for another cause of action, plaintiff says, that he is the bearer and holder for value of interest-coupon No. 10, detached from said bond numbered 85, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

77 141st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 86, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1863, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription

having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 86, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

142d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 86, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

78 143d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 87, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the in-

stallments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 87, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

144th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 87, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

79 145th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 88, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 88, by the terms

of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

146th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 88, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

80 147th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 89, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 89, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for

the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

148th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 89, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

81 149th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 90, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 90, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

150th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 90, by the terms of which said Pike County prom-

ised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

82 151st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 91, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 91, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

152d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 91, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages

thereon, and herewith files the said coupon as part of this petition.

83 153d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 92, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 92, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

154th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 92, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

84 155th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 93, signed by A. G. Griffith, the then presiding

justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of 10 per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all such bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 93, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

156th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 93, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

85 157th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 94, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st

day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 94, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

158th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 94, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

86 159th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 95, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 95, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

160th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 95, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877: that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

87 161st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 96, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made

by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 96, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

162d. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 96, by the terms of which, said Pike County promised to pay to the bearer thereof the sum of twenty five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

88 163d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 97, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having

been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 97, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

164th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 97, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

89 165th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 98, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the install-

ments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 98, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

166th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 98, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

90 167th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 99, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of nterest coupon No. 9, detached from said bond numbered 99, by the

terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

168. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 99, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

91 169th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 100, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 100, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment

for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

170th. And for another cause of action plaintiff says that he is the bearer and holder for value of interest coupon No. 10, detached from said bond numbered 100, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of January, 1877; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

92 171st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 40, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 40, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

93 172d. And for another cause of action the plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called

bond numbered 41, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 41, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

94 17. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 42, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said

county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 42, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

95 174th. And for another cause of action the plaintiff further states, that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 43, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 43, by the

terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

96 175th. And for another cause of action the plaintiff further states, that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 44, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the 1st day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states, that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states, that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states, that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 44, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

97 176th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 45, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dol-

lars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 45, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

98 177. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 46, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription hav-

ing been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 46, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

99 178th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 47, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 47, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

100 179th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 48, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 48, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

101 180th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 49, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under

the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 49, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

102 181st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 50, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st,

1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875, July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 50, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

103 182d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 51, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first day of January and July in each year at said bank; on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription make by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1875; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 51, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

104 183d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 52, signed by A. G. Griffith, the then presiding justice of the

county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad Company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 52, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

105 184th. And for another cause of action the plaintiff further states that on the 1st day of January, A D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 53, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said

county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 53, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

106 185th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 54, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 54, by the

terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

107 186th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 55, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872, January 1st, 1873, July 1st, 1873, January 1st, 1874, July 1st, 1874, January 1st, 1875, July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 55, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid. Wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

108 187th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 56, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dol-

lars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July of each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872, January 1st, 1873, July 1st, 1873, January 1st, 1874, July 1st, 1874, January 1st, 1875, July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 56, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid. Wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

109 188th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 57, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said

railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 57, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

110 189th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 58, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 58, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and

that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

111 190th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 59, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 59, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

112 191st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 60, signed, by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first day of January and July in each year, at said

bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 60, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

113 192d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 61, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 61, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

114 193d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 62, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 62, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

115 194th. And for another cause of action the plaintiff further

states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 63, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 63, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

116 195th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 64, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri,

entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 64, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

117 196th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 65, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872;

January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 65, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

118 197th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 66, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 66, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

119 198th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 67, signed by A. G. Griffith, the then presiding

justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 67, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

120 199th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 68, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said

county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 68, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

121 200th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 69, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 69, by the

terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

122 201st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 70, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 70, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

123 203d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 71, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the Na-

tional Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 71, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

124 203. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 72, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having

been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 72, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

125 204th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 73, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short-Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 73, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same repains unpaid; wherefore plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

126 205th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 74, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short-Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 74, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the first day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

127 206th. And for another cause of action the plaintiff further states, that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 75, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike county, and sealed with the seal of said court, promised to pay to the Pike County Short-Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states, that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states, that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states, that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 75, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest-coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

128 207th. And for another cause of action the plaintiff further states, that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 76, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short-Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states, that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states, that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments

of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states, that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 76, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the first day of July, A. D. 1876; that on the day and year last aforesaid, said interest-coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

129 208th. And for another cause of action the plaintiff further states that, on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 77, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short-Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 77, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

130 209th. And for another cause of action the plaintiff further states that, on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory

called bond numbered 78, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short-Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short-Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of Febraary, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 78, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

131 210. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 79, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the

county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 79, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

132 211th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 80, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of

interest coupon No. 9, detached from said bond numbered 80, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

133 212th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 81, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 81, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

134 213th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 82, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Rail-

road Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 82, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

135 214th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 83, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that the said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build

a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 83, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

136 215th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 84, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 84, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was

presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

137 216th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 85, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 85, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

138 217th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 86, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank,

on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 86, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

139 218th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 87, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 87, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

140 219th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 88, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Like Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 88, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank, on the first day of July A. D. 1876; that on the day and year last aforesaid, said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

141 220th. And for another cause of action the plaintiff further

states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 89, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or beare, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 89, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

142 221st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of said Cuivre Township, by its certain writing obligatory called bond numbered 90, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first day of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Mis-

souri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 90, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

143 222d. And for another cause of action plaintiff further states that on the first of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 91, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they full due—July 1st, 1872;

January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 91, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as a part of this petition.

144 223d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 92, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 92, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount hereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

145 224th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 93, signed by A. G. Griffith, the then presiding justice

of the County Court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Piké County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 93, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

146 225th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 94, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said

county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 94, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

147 226th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 95, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 95, by the terms of which said Pike County promised to pay to the bearer thereof the

sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

148 227th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 96, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from the said bond numbered 95, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

149 228th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 97, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent.

per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 97, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

150 229th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 98, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription

having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 98, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

151 230th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 99, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 99, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

152 231st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 100, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 100, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

153 232d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 101, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on

presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 101, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

154 233d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 102, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 102, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

155 234th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 103, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, andpaid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 103, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

156 235th. And for another cause of action the plaintiff further

states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 104, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 104, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

157 236th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 105, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of

Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 105, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

158 237th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 106, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. B. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874, January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 106, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

159 238th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 107, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 107, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

160 239th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 108, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C.

Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 108, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

161 240th. And for another cause of action plaintiff further states, that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 110, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states, that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of

said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872: January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 110, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

162 241st. And for another cause of action the plaintiff further states, that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 112, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says, that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 112, by the terms of which said Pike County promised to pay to the bearer the sum

of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

163 242d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 113, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 113, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

164 243d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 127, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day

of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 127, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

165 244th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 140, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer the sum of one hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having

been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 140, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

166 245th. And for another cause of action the plaintiff futher states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 141, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri and proposing to build a railroad into and through said township, and which has since built said railroad int and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equa lto the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 141, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

167 246th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 141, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 141, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

168 247th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 143, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on pre-

sentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was isssued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 143, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

169 248th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 144, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 144, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

170 249th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 145, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 145, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

171 250th. And for another cause of action plaintiff further states

that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 146, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 146, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

172 251st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 147, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the

State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 147, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

173 252d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 148, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of in-

terest coupon No. 9, detached from said bond numbered 148, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

174 253d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 149, signed by A. G. Griffiith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 149, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

175 254th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 150, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Rail-

road Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 150, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

176 255th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 151, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build

a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 151, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

177 256th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 152, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 152, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was pre-

sented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

178 257th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 153, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 153, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

179 258th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 154, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each,

on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 154, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

180 159th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 155, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 155, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

181 260th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 156, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 156, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

182 261st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 157, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 157, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876, that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

183 262d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 158, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on

presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 158, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank on the 1st day of July A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

184 263d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 159, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 159, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

185 264th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 160, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 160, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

186 265th. And for another cause of action the plaintiff further

states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 161, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23," 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 161, by the terms of which Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

187 266th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 162, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of

Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 162, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

188 267th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 163, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st,

1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 163, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

189 268th. And for an other cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 165, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railrord company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further states that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 165, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

190 269th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 164, signed by A. G. Griffith, the then presiding justice

of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9. detached from said bond numbered 164, by the terms of which said Pike County promised to pay the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

191 270th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 166, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made

by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 166, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

192 271st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 167, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 167, by the terms of which said Pike County promised to pay to the bearer

thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

193 272d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 168, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872, January 1st, 1873, July 1st, 1873, January 1st, 1874, July 1st, 1874, January 1st, 1875, July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 168, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

194 273d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 169, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on

the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said Township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872, January 1st, 1873, July 1st, 1873, January 1st, 1874, July 1st, 1874, January 1st, 1875, July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 169, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as a part of this petition.

195 274th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 170, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having

been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 170, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

196 275th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 171, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 171, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

197 276th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 172, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 172, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

198 277th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 173, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said

bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 173, by the terms of which said Pike County promised to day to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

199 278th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 174, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to

the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 174, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

200 279th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 175, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the 1st days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 175, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

201 280th. And for another cause of action plaintiff further states, that on the first day of January, A. D. 1872, said Pike County,

on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 176, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states, that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states, that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says, that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 176, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

202 281st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 177, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states, that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the

State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states, that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says, that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 177, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars. at said bank, on the 1st day of July, A. D 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

203 282d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 178, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 178, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

204 283d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 179, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 179, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

205 284th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 180, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed

with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 180, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

206 285th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 181, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent., per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the said capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a

railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 181, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

207 286th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 182, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 182, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was pre-

sented at said bank for payment, and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

208 287th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 183, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they became due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 183, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment, and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

209 288th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 184, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each,

on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 184, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

210 289th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 185, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 185, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

211 290th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 202, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874, January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 202, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

212 291st. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond number 208, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 208, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

213 292d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 221, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county un-

der the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 221, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition,

214 293d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 222, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subsciption made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872;

January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 222, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof, and the interest and damages thereon, and herewith files the said coupon as part of this petition.

215 294th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 223, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 223, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

216 295th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 224, signed by A. G. Griffith, the then pre-

siding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 224, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

217 296th. And for another cause of action the plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 225, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said

county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 225, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

218 297th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 226, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 226, by the

terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

219 298th. And, for another cause of action, plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 227, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 227, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

220 299th. And, for another cause of action, the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 228, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dol-

lars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled, "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 228, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that, on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

221 300th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 229, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said

A. Subsequent to April 4th.

Q. There are other credits in that account previous to the entry
417 on the credit side of March 19th of one hundred and twenty-five thousand dollars?

A. There are other entries previous to that.

Q. And subsequent to the first entry of the 19th of March?

A. Yes, sir; there are entries between.

Q. Entries of what dates?

A. March 21st, March 22d, March 23d, March 25th, March 26th, March 27th, March 28th, March 29th, March 30th, April 1st, April 2d, April 3d, and April 4th.

Q. Then they place the credit entirely under the date of March 19th of one hundred and twenty-five thousand dollars.

A. Yes, sir.

Q. Were the amounts paid by May and Graham, about which you have testified, paid to you as treasurer and by you deposited in the First National Bank?

A. Either in that way, or put, as you see, as credits on this book. That forty thousand dollars was not paid to me.

Q. I am speaking of the twenty thousand dollar credits.

A. I think that that was paid to me; or possibly the amount
418 may have been put on the book when I sent it to the bank. I cannot recollect.

Q. Is there any means by which you can refresh your memory?

A. I know that once or twice they were paid to me. I don't think they were every time.

Q. Do you know who made the payments when they were made to you on account of capital?

A. Mr. May made one.

Q. And Mr. Graham made one?

A. I am not certain of that fact.

Q. You say that on the eleventh of May there were four thousand dollars in the hands of the partnership?

A. Four thousand and some odd hundred dollars; four thousand and some three or four hundred dollars.

Q. Where was that money; was it deposited in bank?

A. Our bank account will show that if it was.

Q. If the bank account shows that on that date there was an overdraft of seventy-two thousand dollars, where would that money be?

A. It would have been in the safe in the office if it was not in the bank.

Q. Were you not in the habit of making daily deposits of the
419 amount of money on hand?

A. Yes, sir.

Q. How did it come that at this particular time you would have four thousand dollars in your safe?

A. You will find that those deposits cease on the 25th of April.

Q. Why did you cease to make deposits in the First National Bank at that time? Did you have instructions from any one not to make any more deposits in that bank?

A. I do not recollect that I did.

Q. Why, then, were the deposits not made there at that time?

A. I do not recollect distinctly, but I think it was because the partnership was looked upon as broken up, or something of that sort, I do not recollect exactly. I no doubt ceased making deposits in that bank by authority, but I do not recollect.

Q. It was contrary to your previous custom, was it not?

A. It was.

Q. It was your custom to deposit your daily receipts in the bank, was it not?

A. Yes, sir.

Q. The notes which you have testified about as being the notes of Dr. Elliott, and which have been introduced in evidence upon your
420 examination in chief, were given for property for the benefit of the partnership, were they not?

A. Yes, sir; they were given for mules.

Q. You say that when you acquainted Mr. May of the necessity of having money in September to meet the liabilities of the road, he told you to draw, and that he would make it all right?

A. Yes, sir.

Q. Where was he when he told you this?

A. In the office.

Q. In what office?

A. In the Carrollton Railroad Office, on Baronne street, under where we are now. He was either there or he sent to me to tell me that. I know that he told me that personally, and my impression is that he told me so in the Carrollton Railroad Office.

Q. Did you have any conversation with him subsequently about the draughts that you were making on the bank in excess of your account?

A. I cannot say that I did personally.

Q. Did Mr. Beauregard tell you to continue drawing, without regard to the state of the account?

A. Oh, I never had any instructions from him about that. I had instructions from Mr. May to draw.

421 Q. Did you have any instructions from him except at this one time?

A. I do not recollect. No doubt it must have been under instructions continually, or else the checks would not have been paid.

Q. That is simply you' opinion. You have no recollection of any other instructions from Mr. May?

A. Mr. May, I think, repeatedly told me that, but I am not certain of it.

Q. Can you tell how much capital was paid in by May and Graham, or by either of them?

A. I cannot tell anything about it, sir, without referring to the books.

Q. Can you tell by referring to the books?

A. I imagine so, sir.

Redirect by Mr. MILLER:

Q. Who had the general control of the pecuniary business of May, Graham, and Beauregard? Which of the partners had charge of that department—May, Graham, or Beauregard?

A. General Beauregard had nothing to do with the furnishing of the capital. I suppose you all know that their agreement says so.

Q. In your communications about the pecuniary matters of the
422 partnership, who did you communicate with principally?

A. I never had many communications with anybody about it, except when there was no money to let them know of it.

Q. Who did you make those communications to?

A. One was to Mr. May in writing. I may have informed General Beauregard, as a matter of course, that such a state of things existed, but I did not look upon that as being his business.

Q. Your applications for money were made to which of the partners?
A. They were made to Mr. May or Mr. Graham.
Q. In reference to those payments of capital, have you any recollection of anything received in contributions of capital from Mr. Graham personally?
A. I don't recollect it, it is so long since.
Q. Have you any recollection of having received anything personally from Mr. May?
A. I think I did once get a twenty thousand dollar check from Mr. May.
Q. You have been asked about this forty thousand dollars discount of Beauregard's note entered up by the bank in September, 1866.
423 Beauregard not being here at the time that credit was entered, when was he first apprised of it?
A. When he came back.
Q. Did you apprise him of it?
A. Yes, sir.
Q. Did you know yourself how that credit came to be entered up at the time it was entered up?
A. I knew nothing about it, sir.
Q. Did Beauregard manifest any assent or dissent when that communication was made to him on his return?
A. He was not pleased at it, I supposed, naturally. From what he said himself he was not pleased at it.
Q. Now, in reference to these credits for capital which figure on this bank-book which you have been interrogated about, were not those credits usually entered on your book when you sent it to the bank?
A. Sometimes they were. I think I personally got one of those amounts from Mr. May himself, but sometimes the bank-book was sent and the credit was placed upon it.
Q. You recollect of that one credit having been paid to you personally?
A. I think I do.
Q. The other credits were entered at the bank?
424 A. That is my impression.
Q. I suppose that this bank account exhibits the figures of the earnings and the resources of the road during the period that it embraces?
A. I know of no other resources except what are included in this book.

Cross-examination resumed.

By Mr. ROUSE:

Q. Were not all the disbursements of the partnership from the time of its organization to the failure of the First National Bank passed through that bank or drawn out of it by check?
A. I think they were all; I think so, but I am not certain of it.
(Signed) S. RICH'D PROCTOR.

Sworn to this 6th April, 1871.
(Signed) JOHN B. WELLER,
U. S. Comm'r.

LOUIS MEIG sworn and examined (on behalf of the defense).

By Mr. MILLER:

I have been acting cashier and exchange and discount clerk of the

First National Bank from its organization to its close. Thomas P. May kept an account with the First National Bank during that period.

425 Q. How did that account arise, from deposits or from what?

A. It arose from deposits.

Q. Please look at the account of Thomas P. May upon the books of the First National Bank.

A. This is a copy of the account of Thomas P. May with that bank (referring to paper).

(Mr. Miller offered a copy of the said account in evidence for the purpose of showing the indebtedness of the bank to Thomas P. May.

Mr. Rouse objected to its introduction on the ground that it is immaterial, for the purposes of this suit, whether or not Mr. May was indebted, and because the individual indebtedness of May to the bank cannot be legally compensated as it is sought to be by defendants' supplementary answer.

It was agreed that the copy of the account of Thomas P. May with the First National Bank, marked "A. M.," and annexed, shall serve as a substitute for the original account in the books.)

426 Q. State whether there was any indebtedness by that bank to Thomas P. May on the 14th day of May, 1867, prior to the debit of eighty thousand dollars, which is the last debit in the account?

A. Three hundred and fifteen thousand seven hundred and seventy-nine dollars and sixty-four cents ($315,779.64).

Q. Do you know what this debit of eighty thousand dollars on the 15th of May was debited upon?

A. I could not tell you.

Q. Do you know whether that three hundred and fifteen thousand odd dollars, or any portion of it, has been paid?

A. I could not tell you.

Cross-examined by Mr. ROUSE:

Q. The account of Thomas P. May shows a debit of eighty thousand dollars, does it not?

A. It does.

Q. That would leave the balance how much?

A. That would leave two hundred and thirty-five thousand seven hundred and seventy-nine dollars and sixty-four cents ($235,779.64).

Q. Do you know the fact that a check was presented at the bank for $315,779.64 drawn by Thomas P. May?

A. I do not recollect that.

427 Q. Do you not recollect that such a check was certified for the entire balance shown to be due by the books to Thomas P. May?

A. It did not come to my department. I could not tell you whether that was the case or not.

Q. I was speaking of the time when the bank was taken possession of by Mr. Knox, and a check was presented for Mr. May's balance. Have you any recollection of that?

A. No, sir; I have not.

Q. Was not Mr. Thos. P. May indebted largely to the bank upon paper to which his name appeared either as maker or acceptor, or drawer or endorser, on the 13th day of May, 1867?

(Mr. Miller objected on the ground that the papers from which the said indebtedness appeared must be produced.)

A. Yes, sir; he was largely indebted to the bank as endorser and drawer.

Q. Was he not the acceptor of a bill of exchange drawn by A. C.

Graham upon him for one hundred thousand dollars, which was held by the bank on the 13th day of May, 1867?

A. Yes, sir.

428 Q. Do you know what was done with that bill of exchange?

A. I gave it up to Mr. Case as receiver. It was not then due when the bank failed.

Q. Examine the note now shown to you and state who is the endorser upon it.

A. Thomas P. May.

Q. Are you acquainted with his signature, and have you seen him write frequently?

A. Yes, sir; I know that it was written by himself.

Q. The body of the note is in his handwriting, and it is endorsed by him?

A. Yes, sir.

Q. What is the amount of the note?

A. Fifty thousand dollars.

Q. Who is the maker of that note?

A. M. T. Steel.

(A copy of said note was hereto annexed, the original to be offered upon the trial.)

Q. Was that note discounted by the bank?

A. Yes, sir.

Q. Had it matured at the time of the failure of the bank?

A. No, sir.

Q. For whom was that note discounted?

A. For account of Steel. I do not recollect exactly, but I can prove it by the discount book. (The witness was here shown the dis-

429 count book, and referred to it.) I cannot tell even by the books.

Q. Who endorsed this note? (Shown note for five thousand dollars by E. A. Deslonde to the order of Thomas P. May, a copy whereof is annexed hereto, the original to be offered on the trial.)

A. Mr. May.

Q. Was it discounted by the First National Bank of New Orleans?

A. Yes, sir.

Q. And held by that bank?

A. I think it was held by them.

Q. Who endorsed this note? (Shown note for two thousand dollars of E. A. Deslonde, a copy whereof is annexed hereto, the original to be offered on the trial.)

A. Mr. May, and it was discounted by the First National Bank of New Orleans.

Q. When did it mature?

A. On the 15th of June, 1867.

Q. Who is the endorser upon this note? (Shown note by D. B. Forbes for twenty thousand two hundred and eighty four dollars payable to the order of Thomas P. May, a copy whereof is annexed hereto, the original to be offered in evidence upon the trial.)

A. Mr. Thomas P. May is the endorser.

Q. When did that note mature?

A. On the 20th of May, 1867.

430 Q. Was that note discounted by the First National Bank of New Orleans?

A. Yes, sir.

(Mr. Miller objected to the notes offered in evidence or to be offered in evidence by counsel for plaintiff, purporting to be endorsed by Thomas

P. May, upon the ground that a debt due by the bank to a depositor cannot be compensated by the endorsements of the depositor, especially before the obligations on which the endorsements exist are unmatured, that the notes were res inter alias.)

Redirect by Mr. MILLER:

Q. Mr. May got no portion of these discounts, did he? That is to say, they were not deposited by him.

A. I cannot answer the question; I could not tell you; it is too long ago; I cannot recollect.

Q. All of these notes on which Mr. May's endorsements appear matured after the 11th of May, 1867?

A. Yes, sir; after the close of the bank.

(Signed) LOUIS MEIG.

Sworn to on this 6th April, 1871.

(Signed) JOHN B. WELLER,
U. S. Com.

431 THOMAS P. MAY sworn and examined on behalf of the defense.

(Mr. Rouse reserved an objection to the testimony of this witness, on the ground that he cannot give evidence in favor of his co-defendants.)

By Mr. MILLER:

Q. You were a depositor in the First National Bank during its existence?

A. Yes, sir.

Q. What indebtedness, if any, was due by the bank to you at the close of the account of which this document, marked A M, is a copy?

A. I cannot say what it was at the close of that account, because I never saw that account. The bank was indebted to me for deposits in the sum of $315,779.64 on the 14th of May, 1867.

Q. Has any portion of that indebtedness ever been paid to you?

A. No, sir.

Q. This eighty thousand dollars which is debited in this account on May 15th, 1867, was it ever received by you?

A. No, sir.

Q. Have you any knowledge of that debit?

A. No, sir.

Q. You do not know how it came to be there?

A. No, sir.

Q. Mr. A. C. Graham and yourself were associated together in this partnership of the lease of the Carrollton Railroad?

432 A. Yes, sir.

Q. Please state if you have any knowledge of any contributions of capital made by Mr. Graham to that partnership?

A. No, sir; they were all made by me; if he made any they were made for me by him.

(Mr. Rouse objected to any testimony in derogation of the act.)

WITNESS. Of course Mr. Graham appeared to be a partner on the act by the private understanding which existed.

(Mr. Rouse objected to any evidence of any parole variation from the written contract of copartnership.)

Q. Mr. Graham did make some contribution of capital in his own name, did he not?

A. I am not certain whether he did or not.

Q. If he made such contributions of capital, whose means were they that he contributed?

A. They were mine.

Q. Did Mr. Graham ever take any part in the management of this partnership?

A. No, sir; not that I remember. I am not certain but that the months that I was absent he had my power of attorney. In that capacity he took a part in it if at all.

433 By whom was that partnership really conducted?

A. By General Beauregard the business part of it was conducted, and by myself the balance. I furnished the capital, and it was conducted by him in all its details.

Q. Has there ever been any settlement of accounts between Mr. Graham and yourself?

A. No, sir.

Q. On the 14th day of May, 1867, if Mr. Graham had been here as a real partner, and the concern had been wound up, how would the accounts have stood between you and Mr. Graham?

A. Well, I scarcely understand it.

Q. If he had been here as a real partner, and if the accounts had been settled up, would he have owed you?

A. That is my impression.

Q. You had made large disbursements on account of the partnership yourself, had you not?

A. Yes, sir.

Q. If you had made large disbursements and he had made no contributions whatever, and if the affairs of the partnership had been settled up on the 14th of May, 1867, can you state positively whether he would have owed you or not?

A. I am not able to state positively whether he would have owed me or not on the face of the record.

434 Q. I am speaking of the actual facts.

A. On the actual facts he did owe me.

Q. Had Mr. Graham paid any debts of the partnership?

A. Not to my knowledge.

Q. On the 14th of May, 1867, when you made an assignment of your interest, what was the condition of the partnership in reference to debts? Was it indebted at that time?

A. My impression was that it must have been indebted at that time.

Q. Do you recollect about what was the amount of the debts?

A. No, sir.

Q. Was it large or small?

A. Well, I should not have considered it large for a concern of that magnitude; but ordinarily they might have been considered large debts.

Q. The enterprise was then almost in its inception, was it not?

A. Yes, sir.

Q. Had not the disbursements and liabilities of the firm been quite large?

A. Yes, sir; and the receipts comparative small.

Q. Had any profits been realized up to that period?

435 A. No, sir.

Q. They were all in expectancy.

A. Yes, sir.

Q. At the time of the dissolution of the partnership was the partnership being dissolved at an inopportune period for its dissolution?

A. Yes, sir.
Q. Why so?
A. Because the enterprise had been carried on up to that date with a view to future profits, and there had been no receipts whatever in comparison with the expenditures.

Cross-examined by Mr. ROUSE:

Q. You have spoken of a credit that you had in the bank on the 13th of May, 1867; did you not draw a check for the total amount of the balance that appeared by the books of the bank to be to your credit?
A. Yes, sir; I understood it at the time to be to my credit.
Q. To whom did you deliver that check?
A. Well, I do not remember who I delivered it to personally—whether it was to Mr. Knox or to my attorney.
436 Q. Did you deliver it to some person for *for* the Government of the United States, or to some person representing the Government of the United States?
A. I cannot say whether it was to a person representing the United States or to my attorney that I delivered it. It was for the government.
Q. Did you not make a transfer to the United States through some United States agents?
A. Yes, sir.

By Mr. MILLER:

Q. Did you make any other transfer except that shown by the notarial act?
A. No, sir.

By Mr. ROUSE:

Q. You made the transfer by the drawing and endorsement of the check and delivering it to some one, did you not?
A. I do not think that check was handed over until the notarial act was drawn up.
Q. It was in pursuance of the transfer made by the notarial act that you drew this check?
A. I think it was; it was a part of the whole thing; it was all one operation.
437 Q. Was that check certified by any person?
A. It was certified by the officer of the bank.

By Mr. MILLER:

Q. Have you any knowledge of its being certified?
A. Yes, sir.

By Mr. ROUSE:

Q. It was certified by the receiving teller?
A. I do not remember, but it was certified by the proper officer of the bank, whose duty it was to certify.
Q. Was it not certified before its delivery?
A. Yes, sir, that is my impression.
Q. Was that check drawn before or after the closing of the bank, as an active bank?
A. Before.
Q. And certified to before?
A. Yes, sir.
Q. The bank was still carrying on its operations, when the check was drawn and certified?

railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 229, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

222 30lst. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 230, signed A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 230, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof

and the interest and damages thereon, and herewith files the said coupon as part of this petition.

223 302d. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 231, signed by A. G. Giffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 231, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

224 303d. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 232, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on pre-

sentation and surrender of the proper interest-coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st 1876.

Plaintiff further says that he is the bearer and holder for value of interest-coupon No. 9, detached from said bond numbered 303, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest-coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

225 304th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 233, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 233, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

226 305th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 234, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 234, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

227 306th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 235, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 235, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

228 307th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 236, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under

the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said Railroad Company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 236, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

229 308th. And for another cause of action, plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 237, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872;

January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874 January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 237, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

230 309th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 238, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and though said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 238, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

231 310th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 239, signed by A. G. Griffith, the then presiding justice

of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 239, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

232 311th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 240, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made

by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township, and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 240, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

233 312th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 241, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 241, by the

terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

234 313th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 242, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 242, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

235 314th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 243, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at

the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 243, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

236 315th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 244, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having

been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 244, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

237 · 316th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 245, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 245, by the terms of which said Pike County promised to pay the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the said remains unpaid; whereof plaintiff asks judgment for the

amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

238 317th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 246, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 246, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

239 318th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 247, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presen-

tation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 247, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

240 319th. And for another cause of action the plaintiff further states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 248, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said town-

ship, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 248, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

241 320th. And for another cause of action plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory, called bond numbered 249, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court, in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 249, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; whereof plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

242 321st. And for another cause of action the plaintiff further

states that on the 1st day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond numbered 250, signed by A. G. Griffith, the then presiding justice of the county court of said Pike County, and attested by H. C. Campbell, the then clerk of the county court of said Pike County, and sealed with the seal of said court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of one hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo., on the 1st day of January, A. D. 1892, with interest at the rate of ten per cent. per annum, payable semi-annually, in installments of five dollars each, on the first days of January and July in each year at said bank, on presentation and surrender of the proper interest coupons annexed to said bond.

Plaintiff further states that said bond was issued by said county under the authority of an act of the general assembly of the State of Missouri, entitled "An act to facilitate the construction of railroads in the State of Missouri," approved March 23, 1868, and by an order of the county court of said Pike County, in payment of a subscription made by said county court in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken as required by law, on the 7th day of February, A. D. 1871.

Plaintiff further states that said Pike County, in behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it in behalf of said township and paid the installments of interest of all of said bonds as they fell due—July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875; and January 1st, 1876.

Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 250, by the terms of which said Pike County promised to pay to the bearer thereof the sum of five dollars, at said bank, on the 1st day of July, A. D. 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition.

BROADHEAD, OVERALL & BROADHEAD,
Att'ys for Pl'ff.

243 EXHIBIT A.

No. .] STATE OF MISSOURI. [$500.00.

PIKE COUNTY BOND.

Issued in payment of the stock of the Pike County Short Line Railroad Co.

Know all men by these presents that the County of Pike, in the State of Missouri, acknowledges itself indebted and firmly bound to the Pike County Short Line Railroad Company in the sum of five hundred dollars, which sum the said county promises to pay to the said Pike County

Short Line Railroad Company, or bearer, at the National Bank of the State of Missouri, in St. Louis, Missouri, on the first day of January, A. D. 1892, with interest thereon from the first day of January, A. D. 1872, at the rate of ten per cent. per annum; which interest shall be payable semi-annually on the presentation and delivery at said National Bank of the coupons of interest hereto attached; this bond being issued under and pursuant to an order of the county court of Pike County, by authority of an act of the general assembly of the State of Missouri, approved March 23d, 1868, entitled "An act to facilitate the construction of railroads in the State of Missouri," and authorized by vote of the people of Cuivre Township, in said county, taken as required by law February 7th, 1871.

In testimony whereof the said County of Pike has executed this bond, by the presiding justice of the county court of said county, under the order thereof, signing his name hereto, and by the clerk of said court, under the order thereof, attesting the same and affixing the seal of said court; this done at Bowling Green, county of Pike aforesaid, this first day of January, A. D. 1872.

[SEAL.] A. G. GRIFFITH,
Presiding Justice of the County Court of Pike County, Missouri.

Attest:

H. C. CAMPBELL,
Clerk of the County Court of Pike County, Missouri.

244 And afterwards, to wit, on the 23d day of February, 1877, a summons was issued in said cause; which summons is in words and figures following, to wit:

Summons.

UNITED STATES OF AMERICA,
Eastern District of Missouri, sct:

In the circuit court of the United States in and for said district.

The President of the United States of America to the marshal of the United States in and for said district, greeting:

You are hereby commanded to summon the County of Pike, a municipal corporation and citizen of the State of Missouri, that it be and appear before the honorable circuit court of the United States in and for the eastern district of Missouri, on the first day of the next term thereof, to be holden at the city of St. Louis, in and for said district, on the third Monday of March next, then and there to answer the complaint of Joseph M. Douglass, a citizen of the State of Nevada, as set forth in the petition filed in said court on the 22d day of February, A. D. eighteen hundred and seventy-seven. Hereof fail not, and have you then and there this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, the 23d day of February, A. D. eighteen hundred and seventy-seven. Issued at office, in the city of St. Louis, under the seal of said circuit court, the day and year last aforesaid.

[SEAL.] M. M. PRICE, *Clerk*,
By A. P. SELBY, *Deputy.*

And endorsed on said summons appears the marshal's return, in words and figures following, to wit:

Return.

UNITED STATES OF AMERICA,
Eastern District of Missouri, set:

Executed this writ in Pike County, State of Missouri, February 26th, 1877, by delivering a copy of summons, together with a copy of
245 attested petition attached to Richard, J. Hawkins, clerk of Pike County court.

H. W. LEFFINGWELL,
United States Marshal, Eastern District of Missouri,
By C. A. WISEMAN, *Deputy.*

And afterwards, to wit, at a regular term of the circuit court of the United States in and for the eastern district of Missouri, begun and holden at the city of St. Louis, on the third Monday, the 19th day, of March, A. D. 1877, the defendant, on the 2d day of April, 1877, filed its demurrer in words and figures as follows:

Demurrer to petition.

JOSEPH M. DOUGLASS, PL'FF,
v.
PIKE COUNTY, DEF'D'T.

In the United States circuit court, eastern district of Missouri.

Now at this day comes the defendant, by its attornies, and demurs to the petition of plaintiff filed herein, and for causes of demurrer assigns the following, to wit:

1st. Said petition does not state facts sufficient to constitute a cause of action against defendant.

2nd. Said petition is in other respects insufficient.

Wherefore defendant prays judgment, &c.

FAGG & BIGGS,
Att'ys for Def'd't.

And afterwards, at said term of said circuit court, begun and holden as aforesaid, the following proceedings were had in said case on Saturday, April 7th, 1877, to wit:

Submission.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
THE COUNTY OF PIKE, DEFENDANT.

Now again come the said parties, by their attorneys—the plaintiff by James O. Broadhead, esquire, and the defendant by T. J. C. Fagg, esquire; and the court, having considered the questions of law arising upon the demurrer heretofore filed to the petition herein, and being now fully advised in the premises, is of opinion that the law upon said
246 demurrer is in favor of the defendant; and thereupon it is ordered that said demurrer be, and the same is hereby, sustained.

Judgment.

And the said plaintiff declining to further plead herein, but declaring that he will abide by his petition herein, it is by the court ordered and adjudged that the said plaintiff, Joseph M. Douglass, take nothing by his writ herein; that the defendant, The County of Pike, go hence without day and have and recover against the said plaintiff its costs in this behalf expended, and have thereof execution.

And it is further ordered, on motion of said plaintiff, by his attorney, that said plaintiff have until the first day of May next to file his bill of exceptions herein.

And afterwards, at said term of said circuit court, the following further proceedings were had in said case, on Friday, April 20th, 1877, to wit:

Bill of exceptions allowed.

JOSEPH M. DOUGLASS, PLAINTIFF,
vs.
COUNTY OF PIKE, DEFENDANT.

Now comes the plaintiff, by James O. Broadhead, esquire, his attorney, and files his bill of exceptions herein; which said bill of exceptions were examined and signed by his honor Judge Dillon, who presided at the trial of this case.

Writ of error, &c.

And said attorney for plaintiff also presents to the court a writ of error to remove this cause to the Supreme Court of the United States, and a citation, citing and admonishing said defendant to be and appear at a Supreme Court of the United States on the second Monday of October next; which said writ of error is allowed and said citation signed by the judge; and said plaintiff also presents to the court the bond required by law upon the allowance of a writ of error, which bond is approved and ordered to be filed as part of the record herein.

The said bill of exceptions is in words and figures as follows, to wit:

247 *Bill of exceptions.*

JOSEPH M. DOUGLASS, PL'FF,
vs.
PIKE COUNTY, DEF'T.

In the United States circuit court for the eastern district of Missouri.

Be it remembered, that on the 7th day of April, A. D. 1877, the above entitled cause coming on to be heard, the demurrer of defendant to the petition of plaintiff herein, having been argued by counsel, was submitted to the court, the said demurrer was by the court sustained, and to the judgment and opinion of the court in sustaining said demurrer the plaintiff at the time excepted, and prays that this his bill of exceptions may be signed and sealed, which is done.

[SEAL.] JOHN F. DILLON.

The said bond so filed and approved as aforesaid is in the words and figures following, to wit:

Bond.

Know all men by these presents, that we, Joseph M. Douglass, as principal, and William G. Douglass, as security, are held and firmly bound unto Pike County, Missouri, in the full and just sum of five hundred dollars, to be paid to the said Pike County, Missouri, or assigns; to which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents. Sealed with our seals and dated this 26th day of April, in the year of our Lord one thousand eight hundred and seventy-seven.

Whereas lately, at the March term, 1877, of the circuit court of the United States for the eastern district of Missouri, in a suit depending in said court, between Joseph M. Douglass, plaintiff, and Pike County, Missouri, defendant, judgment was rendered against the said plaintiff, and the said plaintiff having obtained a writ of error of the said court to reverse the judgment in the aforesaid suit, and a citation di-
248 rected to the said Pike County, Missouri, citing and admonishing it to be and appear at a Supreme Court of the United States, to be holden at Washington the second Monday of October next:

Now the condition of the above obligation is such, that if the said Joseph M. Douglass shall prosecute said writ to effect, and answer all damages and costs if he fail to make good his plea, then the above obligation to be void, else to remain in full force and virtue.

JOSEPH M. DOUGLASS, [SEAL.]
By WILLIAM G. DOUGLASS.
WILLIAM G. DOUGLASS. [SEAL.]

Approved by—

SAMUEL TREAT, *Judge.*

249 UNITED STATES OF AMERICA,
Eastern District of Missouri, ss:

I, M. M. Price, clerk of the circuit court of the United States in and for the eastern district of Missouri, do hereby certify the writing hereto attached to be a true and complete transcript of the record and proceedings in case No. 969, of Joseph M. Douglass, plaintiff, against Pike County, defendant, as fully as the same remain on file and of record in said case in my office.

In witness whereof I hereunto subscribe my name and affix the seal of said court, at office in the city of St. Louis, in said district, this 29th day of May, in the year of our Lord eighteen hundred and seventy-seven.

M. M. PRICE,
Clerk of said Court,
By A. P. SELBY.
Deputy.

(Indorsement on cover:) No. 155. Joseph M. Douglass, plaintiff in error, vs. Pike County, Missouri. E. Missouri C. C. U. S. Filed 6th July, 1877.

IN THE

Supreme Court of the United States.

OCTOBER TERM, A. D., 1879.

JOS. M. DOUGLASS,
Plaintiff in Error,

vs.

PIKE COUNTY,
Defendant in Error.

No. 155.

Statement and Brief for Plaintiff in Error.

JOHN H. OVERALL,
FREDERICK N. JUDSON,
Attorneys for Plaintiff in Error.

Maynard & Tedford, Law Printers, 207 N. Third St.

IN THE

Supreme Court of the United States.

OCTOBER TERM, A. D., 1879.

JOS. M. DOUGLASS,
Plaintiff in Error,

vs.

PIKE COUNTY,
Defendant in Error.

No. 155.

STATEMENT.

Plaintiff in error, brought suit in the United States Circuit Court for the Eastern District of Missouri on 321 coupons detached from bonds of Pike County, the defendant in error, issued in behalf of Cuivre Township, under the "Township Aid Act" of March 23, 1868. The bonds are of the denominations of Five Hundred Dollars and One Hundred Dollars, and—due allowance being made for the respective numbers and amounts thereof—are in the following words and figures:

"No. ..... STATE OF MISSOURI. $500 00.

PIKE COUNTY BOND.

Issued in payment of Stock of the Pike County Short Line Railroad Co."

"Know all men by these presents: That the county of Pike, in the State of Missouri, acknowledges itself indebted and firmly bound to the Pike County Short Line Railroad Company in the sum of five hundred dollars, which sum the said county promises to pay to the said Pike County Short Line Railroad Company, or bearer, at the National Bank of the State of Missouri, in St. Louis, Mo., on the first day of January, A. D. 1892, with interest thereon from the first day of January, A. D. 1872, at the rate of ten per cent. per annum; which interest shall be payable semi-annually on the presentation and delivery at said National Bank, of the coupons of interest hereto attached; this bond being issued under and pursuant to an order of the County Court of Pike County, by authority of an act of the General Assembly of the State of Missouri, approved March 23, 1868, entitled 'An Act to facilitate the construction of Railroads in the State of Missouri,'' and authorized by vote of the people of Cuivre Township, in said county, taken as required by law, February 7th, 1871.'

"In testimony whereof, the said county of Pike has executed this bond, by the presiding Justice of the County Court of said county, under the order thereof, signing his name thereto, and by the clerk of said court, under the order thereof, attesting the same and affixing the seal of said court; this done at Bowling Green, county of Pike aforesaid, this first day of January, A. D. 1872.

[SEAL.] A. G. GRIFFITH."

"Presiding Justice of County Court of Pike County, Missouri.

[ATTEST:] H. C. CAMPBELL,"

"Clerk of County Court of Pike County, Missouri."

(*For copy of bond see pages 190 and 191 of printed record.*)

The first count of plaintiff's petition is as follows:

"Plaintiff states that he is a citizen and resident of the State of Nevada, and that the defendant is a municipal corporation, duly organized under the laws of the State of Missouri, being one of the counties of the State of Missouri, and composed of citizens of the State of Missouri and within the Eastern District of Missouri.

"Plaintiff further states that on the first day of January, A. D. 1872, said Pike County, on behalf of Cuivre Township, by its certain writing obligatory called bond, numbered 7, signed by A. G. Griffith, the then presiding Justice of the County Court of said Pike County, and attested by H.C.Campbell, the then Clerk of the County Court of said Pike county, and sealed with the seal of said Court, promised to pay to the Pike County Short Line Railroad Company, or bearer, the sum of five hundred dollars, at the National Bank of the State of Missouri, in St. Louis, Mo.,

on the first day of January, A. D. 1892, with interest, at the rate of ten per cent. per annum, payable semi-annually, in installments of twenty-five dollars each, on the first days of January and July in each year, at said bank, on presentation and surrender of the proper interest coupons annexed to said bonds. A copy of said bond is annexed and made part hereof, marked Exhibit A.

"Plaintiff further states that said bond was issued by said county, under the authority of an act of the General Assembly of the State of Missouri, entitled, 'An Act to facilitate the construction of Railroads in the State of Missouri, approved March 23, 1868, and by an order of the County Court of said Pike county, in payment of a subscription made by said county in behalf of said Cuivre Township, to the capital stock of said Pike County Short Line Railroad Company, a corporation existing under the laws of the State of Missouri, and proposing to build a railroad into and through said township, and which has since built said railroad into and through said township, the said subscription having been authorized by a vote duly taken, as required by law, on the 7th day of February, A. D. 1871.

"Plaintiff further states that said Pike County, on behalf of said township, received the stock of said railroad company in an amount equal to the bonds issued by it, in behalf of said township, and paid the installments of interest of all of said bonds as they fell due, July 1st, 1872; January 1st, 1873; July 1st, 1873; January 1st, 1874; July 1st, 1874; January 1st, 1875; July 1st, 1875, and January 1st, 1876.

"Plaintiff further says that he is the bearer and holder for value of interest coupon No. 9, detached from said bond numbered 7, by the terms of which said Pike County promised to pay to the bearer thereof the sum of twenty-five dollars, at said bank, on the 1st day of July, A. D., 1876; that on the day and year last aforesaid, said interest coupon was presented at said bank for payment and payment thereof refused, and that the same remains unpaid; wherefore plaintiff asks judgment for the amount thereof and the interest and damages thereon, and herewith files the said coupon as part of this petition."

(For copy of first count see pages 2 and 3 of printed record.)

The laws of Missouri require each cause of action to be seperately stated, and hence the other counts of the petition are substantially the same as the first.

The only pleading filed by defendant was a general demurrer which was by the court sustained upon the ground that the act under which the bonds in question were issued was in conflict with Sec. 14, Article XI, of the Constitution of Missouri, adopted in 1865.

The provision of the constitution above referred to, is as follows:

"The General Assembly shall not authorize any county, city, or town to become a stockholder in, or to loan its credit to any company, association or corporation, unless two-thirds of the qualified voters of such county, city or town, at a regular or special election to be held therein shall assent thereto."

The law under which the bonds were issued, is entitled "An act to facilitate the construction of Railroads in the State of Missouri," approved March 23d, 1868, and is as follows:

"SECTION 1. Whenever twenty-five persons, tax-payers and residents in any municipal township, for election purposes, in any county in this State, shall petition the County Court of such county, setting forth their desire, as a township, to subscribe to the capital stock of any railroad company in this State, building or proposing to build a railroad into, through or near such township, and stating the amount of such subscriptions, and the terms and conditions on which they desire such subscription shall be made, it shall be the duty of the County Court, as soon as may be hereafter, to order an election to be held in such township, to determine if such subscription shall be made; which election shall be conducted, and returns made in accordance with the law controlling general and special elections; and if it shall appear, from the returns of said election, that not less than two-thirds of the qualified voters of such township voting at such election are in favor of such subscription in behalf of such township, according to the terms and conditions thereof, and if such conditions provide for the issue of bonds in payment of such subscription, the County Court shall issue such bonds, in the name of the county, with coupons for interest attached; but the rate of interest shall not exceed ten per cent. per annum; and the same shall be delivered to the railroad company."

"SEC. 2. In order to meet the payments on account of the subscription to the stock, according to its terms, or to pay the interest and principal on any bond which may be issued on account of such subscription, the county court shall, from time to time, levy and cause to be collected, in the same manner as county taxes, a special tax, which shall be levied on all the real estate lying within the township making the subscription in accordance with the valuation then last made by the county assessor for county purposes."

"SEC. 3. The county treasurer shall be authorized and required to receive and collect of the sheriff of the county, the income from the tax provided in the previous section, and to apply the same to the payment of the stock subscription according to its terms, or to the payment of in-

terest and principal on the bonds, should any be issued on payment of such subscriptions; he shall pay all interest on such bonds, out of any money in the treasury collected for this purpose, by the tax so levied, as the same becomes due, and also the bonds as they mature, which shall be cancelled by the county court, and this service shall be considered as part of his duty as county treasurer."

"SEC. 4. Persons paying taxes to pay the stock subscription, made in accordance with the provisions of this act, or the bonds issued in payment of such subscription, shall receive from the collector a certificate, setting forth, in a definite manner, the facts, and such certificates, in sums of one hundred dollars, shall be convertible into the stock of the railroad company receiving the subscription, and the county court shall hold the stock subscribed in behalf of any township in trust for said tax payers, to be transferred as they become entitled to it; and all persons residing in said township, or owning property therein, if they shall have in good faith subscribed to the capital stock of the railroad company, receiving the subscription of such township, and paid assessments on the same, as they have been made by the company, shall to the extent of such subscription receive credit on their tax, levied in such township, to pay such railroad subscription."

"SEC. 5. In all cases hereafter, where a railroad or branch railroad in this State shall be built, in whole or in part, by subscriptions to its stock, by counties, cities, or townships, the proceeds of all state and county taxes, levied upon such railroad company or branch so built, or the property thereof, shall be paid into the treasuries of the counties where collected, and the county treasurers shall apportion the same, according to their several subscriptions, to such counties, cities, or townships so subscribing stock, until the whole amount of such subscription is refunded to them; and such sums so apportioned shall be paid over to the county or city treasury and applied to the payment of the interest and principal of the bonds issued by such county or city on account of their subscription stock, as aforesaid, if any are outstanding, and if not, it shall by them be placed to the credit of the school fund in such county, city, or township."

"SEC. 6. This act shall take effect and be in force from and after its passage."

(See Session Acts of Missouri, 1868, page 92.)

Plaintiff refusing to plead further, judgment was entered in favor of defendant, and, the amount involved being more than five thousand dollars, plaintiff, by writ of error, brought the case to this court.

ASSIGNMENT OF ERRORS.

Plaintiff insists that the Circuit Court erred:

1st, In sustaining the demurrer to plaintiff's petition.

2d, In giving judgment for defendant on the pleadings.

3d, In holding that the "Township Aid Act" of March 23d, 1868, under which the bonds in question were issued, is in conflict with section xiv, article xi of the Constitution of 1865.

BRIEF.

I.

The petition alleges full compliance with the provisions of the authorizing act of the General Assembly of the State in the issuance of the bonds in suit; the receipt by the county in behalf of the township of the stock of the railroad company, in payment of which subscription the bonds were issued; the building of the railroad through the township; the regular payment of successive installments of interest coupons, and that the plaintiff is a holder for value of the coupons sued on.

The general demurrer presents the single question of the sufficiency of the facts stated to constitute a cause of action.

It is submitted that, under Cass County vs. Johnson, 95 U. S. 360, wherein this court fully considered the very point decided by the court below, and the only point raised by this record, the statement of the case decides it.

It will be seen that the judgment in the court below was rendered in April, 1877, *after* the decision of Harshman vs. Bates County by this court (92 U. S. 569), and *before* the decision of Cass County vs. Johnson (95 U. S. 360), wherein the former case, in so far as it held the township aid act of 1868 in conflict with the Constitution, was overruled.

It is proper to add that since the latter decision (Cass County vs. Johnson), the Federal Courts in Missouri have

sustained the bonds issued under this act, as they had sustained them (as also had the State courts), prior to Harshman vs. Bates County. The rulings assigned as errors in this cause are now recognized as erroneous by the trial court in cases involving the same bonds, in conformity to the judgment of this court.

Under this statement of facts, it is unnecessary to reargue before this court the question of the constitutionality of the act, under which these bonds were issued; nor to cite authorities to show that the conclusion reached by this court after full argument and deliberate consideration (correcting a previous incidental determination), is in harmony with the rule of decision established by the Supreme Court of the State.

II.

The only new question is one which, though presented for the first time in Missouri bond litigation, is familar to this tribunal from similar controversies in other States, and is one upon which the doctrine of this Court is settled by repeated adjudications beyond all cavil.

Phe point raised is this, that *since* the decision of this Court in Cass county v. Johnson, the Supreme Court of Missouri has decided the township aid act of 1868 unconstitutional, and all bonds issued under it void.

The decisions referred to are those of State ex rel., Woodson v. Brassfield, 67 Mo., 331, wherein two judges out of the five constituting the Court (two not sittting) held the act in conflict with above cited section of the State constitution; and Webb v. Lafayette County, 67 Mo., 353, where the same decision was made by three judges concurring (two dissenting).

Both these decisions were made in the spring of 1878.

As the bonds issued under this and similar acts are commercial securities, circulating from hand to hand in the markets of the world, these decisions rendered ten years

after the passage of the act must be considered in the light of the previous course of decisions of the same tribunal, with reference to the same securities.

The judicial history of the Township Railroad Act in Missouri present some peculiar features. Enacted in March, 1868, before bonds were issued under its provisions and before the rights of purchasers had intervened the bald question of the validity of the act was carried a few months after its passage before the Supreme Court of the State. That tribunal by unanimous opinion, considering the whole act, section by section, affirmed its validity, and *compelled* by mandamus the issue and delivery of bonds authorized by vote under its provisions.

State ex rel. R. R. Co. v. Linn Co. Court, 44 Mo., 504.

After such a judicial indorsement, the bonds issued under the act found ready sale, and were rapidly issued and circulated through the country. Preceded in all cases by a popular vote, and with careful provisions for the protection of the people, the act found favor with the people, and for years, while county bonds, issued under old charters without popular vote were tenaciously resisted, the interest on township bonds was regularly paid. Repeated decisions of the Supreme Court recognized the validity of the bonds; not only compelling their issue but enforcing the collection of taxes, levied under the provision of the act for the payment of interest.

Ranney v. Boeder, 50 Mo., 600.
State v. Saunderson, 54 Mo., 203.

On the faith of this judicial determination of the validity of the act, the bonds found ready circulation and high credit, and contract rights of great magnitude were thereby created. The extent and character of this judicial popu-

lar construction are aptly summed up by the venerable Judge Napton, of the Supreme Court of the State, in his dissenting opinion in the case of Webb v. Lafayette County, 67 Mo., 371.

"Whatever might have been the proper construction of the article in the Constitution of 1865, in regard to township subscriptions and bonds under the act of 1868, we have a legislative, judicial and popular construction of it, which in my judgment makes it no longer an open question. The legislature gave an interpretation to the constitution by the act of 1868; the highest judicial tribunal in the State sanctioned that construction in the Linn County case; the convention of 1875, representing, as we assume, the will of the people, recognized this construction, and now this court is called on at the end of ten years from the passage of the act, and after the investment of millions of dollars in bonds, is sued on the faith of legislative, judicial and popular interpretation, to declare the act void, and all the money invested in bonds authorized by it, to have been thrown away. I prefer to decline the responsibility. Had I been on the bench when the Linn County case was determined, and the bonds were ordered to be issued, thereby affirming the constitutionalty of the act of 1868, my opinion might have been otherwise than the one announced. As the opportunity did not offer, I can't say, with propriety, what my opinion would have been; but I can say now that whatever it might have been, I would never, subsequently to the action of the counties in conformity to the opinion of the court, and the investment of capitalists in the bonds issued, undertake to set up my individual opinion in opposition to the declared sanction of the court. The matter was *res adjudicata* so far as bond holders, who invested in the faith of it, were concerned, and so the court declared in State use of Neal v. Saline Co. (48 Mo. 391); and so this court unanimously decided in State v Miller (50 Mo. 129.) In fact, the constitutionalty of the act of 1868, upon the point now urged, was never questioned in this State until the decision of the Supreme Court of the United States in Harshman v. Bates County, a decision which that court retracted on the first opportunity; so that when the present case arose the law had the sanction of the legislature, the State judiciary, the Federal judiciary and the convention of 1875. Legislative, judicial and popular interpretation all corresponded, and in the faith of this construction, bonds to the amount of millions of dollars were purchased by our citizens, and the only effect of the present decision is to annul their title, whilst the citizens of other States and foreigners may still proceed to get judgments, and collect them. I therefore desent, in toto, from the decision."

If there had been no adjudication by the Supreme Court

of the State before the issue and negotiation of these bonds, the court would decide for itself, in determining the constitutional rights of creditors in these commercial securities, irrespective of any subsequent adjudication by the State court.

Township of Pine Grove v. Talcott 19, Wall 666.

Far stronger is the case, where the bonds were negotiated *on the faith* of express adjudication of the State court affirming the validity of the authorizing act, and compelling their issue. None of the cases, wherein this salutary doctrine has been announced by the court, present so signal a judicial indorsement.

It is idle to assert that the precise point, in which the unconstitutionality of the act was declared by the Supreme Court of the State, was not presented to that court in its prior adjudications. This might with equal and greater reason have been said in each of the cases from Iowa, Wisconsin and Michigan on which this court has already passed.

The late case of Fairfield vs. County of Gallatin, decided at present term, 9 C. L. J., p. 467, aptly illustrates, when fully apprehended, the salutary doctrine of this court upon the question of its relation to the state tribunals. There this court changed its ruling in order to conform to the ruling of the state court in construing a provision of the State constitution, thereby holding valid certain bonds, which it had before held void; such ruling of the state court having been made prior to the first decision of this court, though not brought to its attention at the time; no contract rights having been acquired under the prior determination.

But an analogous case to that of defendant's in error would be presented, if the supreme court of Illinois should now change its doctrine, and by holding the same bonds void destroy the contract rights created on faith of *its*

prior decision, and then this court should be asked to follow the latter, and ignore the former decision.

In the case of Foote v, Johnson County, in the U. S. Circuit Court for Western District of Missouri, decided soon after the case of State *ex rel* Woodson v. Brassfield, relied on by defendant in error, the eminent jurist, who then held the position of circuit judge, fully and clearly set forth the doctrines in passing upon the precise point presented by this record.

DILLON, Circuit Judge:

"This is an action against the county on what are known as township bonds, issued under the 'Township Aid Act' of March 23, 1868. A demurrer to the petition presents the question whether that act is in conflict with Section 14, Article XI, of the Constitution of 1865."

"The ground of alledged conflict is that the act authorizes the issue of bonds in aid of a railroad when the proposition is sanctioned 'by two-thirds of the qualified voters of the township voting at such election,' whereas the constitution requires such a proposition to be assented to by 'two-thirds of the qualified voters of the township.'"

"In Harshman v. Bates County, 92 U. S. 569, 3 Cent. L. J. 367, S. C. below, 3 Dillon 150, the Supreme Court of the United States held that the act was in conflict with the constitution, on the ground above mentioned. But, subseqently, after a thorough argument and the most deliberate consideration, the Supreme Court of the United States, in Cass County v. Johnson, 5 Cent. L. J. 506, overruled its judgment in Harshman v. Bates County, on the point in question; and upon a full examination of all the decisions of the Supreme Court of Missouri, touching the Township Aid Act, declared, in respect of bonds already issued, that those decisions settled the question of the constutionality of that act in favor of its validity. Particular stress was laid upon the Linn County case, 44 Mo. 504 (1869), in which the Supreme Court of Missouri, by mandamus, compelled a reluctant and opposing county court to issue bonds upon a subscription made pursuant to a vote under the very statute here in question. Mr. Chief Justice Waite, after referring to the Missouri decisions, says; 'It is true that the objection now made to the law was in no case presented or answered (by the Supreme Court of Missouri), but this is sufficiently explained by the fact, that in other cases a construction had been given to language similar to that employed in the constitutional prohibition, adverse to such a position, and the

Chief Justice refers to the State v. Winkelmaier, 35 Mo. 103 (1864); State v. St. Joseph, 37 Mo. 270 (1866); State v. Binder, 38 Mo. 450 (1866), and the State v. Sutterfield, 54 Mo. 391.

"This line of decisions in Missouri, in our judgment, fully justifies the Chief Justice in stating that they sufficiently explain why the specific objection, now urged to the act of 1868, was not presented to any court until it was presented to the Supreme Court of the United States, in the Harshman case at the October term, 1875. The report shows that it was not made in the Circuit Court. Harshman v. Bates County, 3 Dill. 150.

"Suits in great numbers on these township bonds have been brought in the Circuit Court of the United States for this district, and they have been defended by the ablest lawyers in the State, upon every ground that they conceived open to them; Jordan v. Cass County, 3 Dill. 185; but this difference between the phraseology of the Constitution, and the act, so patent that it could not escape attention, was never presented or urged in any case, so far as either of us recollect, as invalidating the act.

"The only explanation for this silence on the point in the State and Federal courts is to be found in the Missouri decisions, referred to by the Chief Justice.

"But it is urged that whatever doubt there might heretofore have been, touching the validity of the township bond act, the question of its unconstitutionality in now settled adversely to the act by the case of the State *ex rel.* Woodson v. Brassfield, decided by the Supreme Court of Missouri on the sixteenth day of the present month.

"We have been furnished with the opinions of the judges in the case referred to, and have read them with attention. Only three judges took part in the decision. Two of them—Henry & Sherwood, J.J., hold the act unconstitutional; and one, Hough, J., was of opinion that the objectionable words "voting at such election," could be eliminated from the act, and thus relieve it of the Constitutional objection. Napton, J., though not sitting in the case, filed a brief opinion, stating his concurrence in the opinion of Chief Justice Waite in the case of Cass County v. Johnson, Norton, J., having been of counsel, did not sit.

"There is, therefore, no judgment of the majority of the judges of that learned court that the act of 1868 is unconstitutional. It is the duty of this court then, to follow the judgement of the Supreme Court of the United States. But even if the Supreme Court of Missouri had, in its recent judgment for the first time pronounced the act of 1868 unconsti-

tutional, it is our judgment that in this class of cases the Supreme Court of the United States, as to bonds antecedently issued, would not, under the circumstances, feel itself bound to change its decision to conform to the decision of the Supreme Court of the United States.

"The Supreme Court of the United States considers questions arising upon negotiable municipal bonds issued under State authority, to relate to commercial securities, and to present questions of mere local law; and when such securities have been issued before any decision of the State tribunals denying the validity of the act authorizing the issue the Supreme Court has declared that in protecting constitutional rights of creditors it will decide for itself, whether, under the constitution and laws of the State, such securities are valid or void." Township of Pine Grove vs. Talcott, 19 Wall, 666; Olcott vs. Supervisors, 16 Wall, 678.

"The cases last cited related to bonds which had been issued under acts which had been declared unconstitutional by the Supreme Court of Michigan in the one case, and by the Supreme Court of Wisconsin in the other—after the bonds in question had been issued. The duty of the Supreme Court of the United States to follow the judgment of the Supreme Court of the State was strongly urged by counsel. But the Supreme Court was of a different opinion, and in the case first cited, Mr. Justice Swayne expresses the views of the court on the subject in language so emphatic and decisive as not to be mistaken. He says: 'The question before us belongs to the domain of general jurisprudence. In this class of cases this court is not bound by the judgment of the courts of the States where the cases arise. It must hear and determine for itself. Here commercial securities are involved. When the bonds were issued, there had been no authoritative intimation from any quarter that such statutes were invalid. The legislature affirmed their validity in every act by an implication equivalent in effect to an express declaration. And during the period covered by their enactment, neither of the other departments of the government of the State lifted its voice against them. The acquiescence was universal. The general understanding of the legal profession throughout the country is believed to have been that they were valid.

"The national constitution forbids the States to pass laws impairing the obligation of contracts. In cases properly brought before us, that end can be accomplished unwarrantably no more by judicial decision than by legislation. Were we to yield in cases like this to the authority of the decisions of the Courts of the respective States, we should abdicate the performance of one of the most important duties with which this tribunal is charged and disappoint the wise and salutory policy of the framers of the Constution in providing for the

creation of an independent federal judiciary. The exercise of our appellate jurisdiction would be but a solemn mockery."

See also Gelecke v. Dubuque, 1 Wall, 175, 205, 206; Butz v. Muscatine, 8 Wall, 575.

"This Court must therefore hold the act of March 23, 1868, to be constitutional, in conformity to the opinion of the Supreme Court of the United States. The demurrer to the petition is, accordingly, overruled. KREKEL J., concurs. Judgment accordingly.

In the case of State v. Miller, 50 Mo., 135, the Supreme Court of Missouri have asserted the principles that controls this case in language no less emphatic.

"Where a contract when made is valid by the laws of this State as *then* expounded by the departments of the government and administered in its courts of justice, its validity and obligation cannot be impaired by any subsequent constitutional ordinances or act of the Legislature or decision of its courts, altering the construction of the law."

JOHN H. OVERALL,
FREDERICK N. JUDSON,
Attorneys for Plaintiff in Error.

IN THE

Supreme Court of the United States,

OCTOBER TERM, 1879.

[No. 134.]

ELISHA FOOTE,

Plaintiff in Error.

vs.

THE COUNTY OF PIKE IN THE STATE OF MISSOURI,

Defendant in Error.

[No. 155.]

JOSEPH DOUGLASS,

Plaintiff in Error,

vs.

THE COUNTY OF PIKE IN THE STATE OF MISSOURI,

Defendant in Error.

[Error to the Circuit Court of the United States, for the Eastern District of Missouri.]

THOS. J. C. FAGG.
Of counsel for Defendants in Error.

SAINT LOUIS:

PIERCE BROS., LAW PRINTERS, 211 NORTH THIRD STREET,

1879.

IN THE

Supreme Court of the United States,

OCTOBER TERM, 1879.

[No. 134.]

ELISHA FOOTE,

Plaintiff in Error.

vs.

THE COUNTY OF PIKE IN THE STATE OF MISSOURI,

Defendant in Error.

[No. 155.]

JOSEPH DOUGLASS,

Plaintiff in Error,

vs.

THE COUNTY OF PIKE IN THE STATE OF MISSOURI,

Defendant in Error.

[Error to the Circuit Court of the United States, for the Eastern District of Missouri.]

These actions were brought by the plaintiffs in error against the county of Pike, defendant in error, upon coupons for interest on certain bonds, issued by the said county.

In the first named case the bonds were issued by the county of Pike, for the benefit of Calumet Township, and in payment of a subscription to the capital stock of a certain railroad proposed to be located near the eastern boundary of the county, and across the said township.

The petition avers that the said bonds were duly executed on the first day of November, A. D., 1871, by the proper officers of the county, and payable to the said railroad company, "then duly organized, incorporated and existing under the laws of the State of Missouri," with interest coupons, etc.; that the said bonds contained the following recital as a part thereof, viz: "This (the said) bond is issued pursuant to an order of the county court of said County of Pike, and by authority of an Act of the General Assembly of the State of Missouri, entitled: "An Act to facilitate the construction of railroads in the State of Missouri, and approved on the twenty-third day of March, A. D., 1868, and authorized by a vote of more than two thirds of the voters of said township.

It further avers that after the issue, negotiation and delivery of the said bonds to the said company, for the purposes aforesaid, defendant in error caused the necessary taxes to be collected from year to year in said township, for the payment of the coupons up to, and inclusive of the first day of January, 1877, all of which had been duly and regularly paid; that defendant in error had accepted and received certificates of stock in said company for the whole amount subscribed, and had repeatedly voted said stock at elections, etc.

In the second case the facts are substantially the same, except that the subscription of stock was made for the benefit of Quivar Township, in the same county and to the Pike County Short Line Railroad running across the said township.

There was a general demurrer to the petitions in both cases which was sustained, and a division certified by the judges of the circuit court as follows:—

1. Whether the petition sets forth a legal cause of action?

2. Whether the demurrer ought to be sustained?

3. Whether the defendant had authority to subscribe the stock, although two-thirds of the qualified voters of the township had actually voted therefor?

4. Whether, the plaintiff being a *bona fide* holder for value, the defendant is not estopped by the recitals in the bonds from denying their validity under the constitution and laws of Missouri?

5. Whether defendant is not estopped, by the collection of taxes, the payment of coupons, the acceptance of stock certificates and voting at elections, from disputing the validity of said obligations, inasmuch as the bonds and coupons are negotiable in form, and have passed upon the money market from hand to hand, in full reliance that they were valid under the decisions of the Supreme Court of Missouri?

There is no averment in either case that these roads have been completed, or that either one of them is the best road in the State of Missouri. The truth or falsehood of such a statement could not in any way affect the decision of the legal questions involved, and are therefore wholly immaterial.

POINTS AND AUTHORITIES.

The chief question involved in the certificate of division, as made by the judges in this case, is the authority of the county court to make the subscription of stock on behalf of the township, and to issue the bonds in payment of the subscription.

It is true the question is raised as to whether the defendant is not estopped from denying the validity of the bonds by the recitals contained in them, and also as to whether or not the collection of taxes, the payment of coupons, the acceptance of stock certificates and voting at elections of the company, does not also estop the

defendant from disputing the validity of these bonds. These questions, however, are of secondary importance. The main question at last, and the one which it is believed must control the decisions of the cases, is the power and authority under the constitution and laws of the State of Missouri of a county court in that state to make subscriptions and issue bonds for the benefit of a township.

The authority, if any existed at all, is derived from the Act of the General Assembly of the State of Missouri, entitled: "An Act to facilitate the construction of railroads in the State of Missouri, and approved March 23, 1868" (Session Acts 1868, p. 92). The first section of this Act provides for the holding of an election in the township for the purpose of ascertaining the sense of the voters upon a proposition to subscribe stock in any given railroad company, and says, "and if it shall appear from the returns of such election, that not less than two-thirds of the qualified voters of such township, *voting at such election*, are in favor of such subscription, it shall be the duty of the county court to make," etc.

It cannot be shown from any interpretation of the constitution and laws of Missouri, that a township in that state has any of the elements of a corporation or *quasi* corporation.

It was very accurately said in the case of Harshman v. Bates County, 2 Otto, that a township is a mere territorial sub-division of a county for the convenience of holding elections, and the enforcement of certain police regulations. It has no court trustees or body of men provided by law to speak and act for it.

The case of the State of Missouri *ex rel.* N. M. Cent. R. R. Co. v. Linn County Court, 44 Mo., p. 504, is the one chiefly relied upon as settling the question of the constitutionality of the Act of 1868, before referred to. It

is said by the judge, in delivering the opinion in that case, that "the township is a legal sub-division of the county—is an organization for certain municipal purposes—but it has no power, by itself, to make independent contracts, or to become bound in its corporate capacity. The law has not invested it with that power." By the expression "legal sub-division," I take it, is meant simply a territorial sub-division created by law. This creation is limited, in the language of the court, to certain municipal purposes. It is true that, in the same connection, it is said, "It forms an integral part of the county, and the county, to a certain extent, controls and acts for it."

To what extent, and in what sense, can it be properly said that a county controls a township or acts for it? Immediately in that connection, the judge proceeds to say: "In some of the states townships act independently, through trustees, and are capable of making valid and binding contracts, but our law has not given them that authority. I know of nothing, however, to prevent it, should the legislature see fit to do so." It will not be pretended here that the legislature of the State has ever thought proper to do so, and it is respectfully submitted here, that if it be true that the township, by itself, can make no valid contract, neither can it authorize one to be made for it.

Whilst the question of the constitutionality of the Act of 1868 was raised by the counsel in that case, it will be difficult to find any expression in the entire opinion which shows that the court intended directly to pass upon it. I deny that such was the intention of the court. It must not be forgotten, in the consideration of this case, that the subscription of stock had been made by the County Court of Linn County. The application was for a mandamus to compel the court to issue the bonds in payment of the subscription which it had made. The

real point before the court, and the only one decided, is clearly stated in the last sentence of the opinion: "The county court having made the subscription, the company is entitled to the bonds." Citing State *ex rel.*, etc., v. Macon County Court, 41 Mo., 465. A peremptory mandamus was ordered for that reason, and so it was in the Linn county case, before referred to. In the case of Harshman v. Bates County, before referred to, this court, in reviewing the Linn county case, say that the point, as above stated, was really the one decided by the Supreme Court of Missouri. The incidental question in the former case (if I may be permitted so far to criticise the opinion of this court in the case of Johnson v. Cass County) was, whether the constitutional provision limiting the powers of counties, cities and towns, in reference to subscriptions to the capital stock of corporations, was applicable to a township, as the same existed and was recognized under the laws of Missouri.

The chief question in the case of Harshman v. Bates County, was the difference between the phraseology of the constitutional prohibition and the act of the Legislature of 1868. The former being "two thirds of the qualified voters of such county or town;" the latter, "two thirds of the qualified voters of such township *voting at such election*," etc.

In the case of State of Missouri *ex rel.* N. M. Cent. R. R. v. Linn County 44 Mo., 504, it will be noticed that this point was not raised in the discussion of the case, nor in the opinion of the court.

It is true that the Act of 1868 was claimed to be unconstitutional, but only for two reasons:—

1. Because the bonds it was sought to compel the respondent to issue under the provisions of the Act of 1868, would become an indebtedness of the county itself, and not the township.

2. Because the act itself provided for the payment of the bonds issued under it by a tax upon real estate alone.

The addition of the words, "voting at such election," to the Constitutional prohibition in Sec. 14, of Art. 11, of the Constitution of 1868 was not called to the attention of the court, nor is there any expression of opinion by the supreme court of the state upon the discrepancy between the two, until the decision of the case of the State *ex rel.* Woodson v. Brassfield, 67 Mo., 331.

In this last mentioned case the court reviews the Linn County case, and in reference to that matter holds the following language: "In the Linn county case, 44 Mo., 504, principally relied upon, *this court did not consider the constitutionality of the Act with respect to the number of votes it required to authorize a subscription, and said nothing as to the proper construction of the constitutional provision in that regard.*"

The right of the Supreme Court of Missouri to interpret its own utterances, it seems to me, ought not to be questioned.

That court, at its April Term, 1878, and after a careful consideration of all the adjudged cases in that state, solemnly declared in none of them "was the constitutionality of the Act of 1868 directly passed upon.

State *ex rel.* Woodson v. Brassfield, 67 Mo., 331, and in Webb v. Lafayette County, 67 Mo., 354. In the latter case this language is used: "It is insisted that this court, by its former adjudications, is precluded from a consideration of the validity of the Act of 1868, and the doctrine of *stare decisis* has been invoked and pressed on our attention. If the constitutionality of this act had been heretofore fully presented and considered, and declared valid, thereby establishing a rule of property, we would hesitate long before overturning or unsettling

in any degree. We think this has not been done." (p. 368.)

These cases, we claim, are all that are necessary to be referred to in the Missouri decisions to show the interpretation of that court of Sec. 14, Art. 11, of the Constitution of 1865, and the Act of 1868.

Previous to 1865 no provision had ever existed, by law, for determining the actual number of qualifi-d voters in a county, city, town, or other territorial division of the state.

That constitution was framed and adopted by the people of Missouri at a very important and eventful period in the history of this country, a fact of which this court will take judicial notice. It will be perceived that in its provisions (whether wisely or unwisely) that other qualifications than those which had formerly been sufficient to constitute a voter had been incorporated into it. The Supreme Court of Missouri, in the case of the State *ex rel.* Woodson v. Brassfield, 67 Mo., at page 336, in its opinion, holds this language: "The same constitution which required the assent of two-thirds of the qualified voters to authorize a subscription to the capital stock of a railroad company, by a town, city or county, provided for a complete and uniform registration, by election districts, of the names of the qualified voters in this state, which registration shall be evidence of the qualification of all registered voters to vote at any election thereafter held." (Sec. 4, Art. 2, of Constitution of 1865.) In addition to the qualifications of age, residence and oath of loyalty, the voter's name must appear upon the list of registered voters in the election district in which he resided. That was an essential part of the qualification of every voter in the State, except the persons who, being otherwise qualified, were absent from their places of residence "by reason of being in the volunteer army of the United States, or in the militia force of this state (Missouri), in the service thereof, or of the United States,"

etc. (Sec. 21, Art. 2.) The constitution provided that, after the necessary legislation which it required had been had, "no person shall vote unless his name shall have been registered at least ten days before the day of election; and the fact of such registration shall be not otherwise shown than *by the register, or an authentic copy thereof, certified to the judges of election by the registering officer or officers, or other constituted authority.*" Not only was the fact of the name being placed upon the register a necessary part of the voter's qualification, but the rule of evidence by which it could only be established was also laid down in the same section. A new registration had to be made sixty days prior to every biennial general election, "and after it shall have been made, no person shall establish his right to vote by the fact of his name appearing on any previous register."

These provisions of the constitution, together with the registration law passed in pursuance thereof, were in full force and effect at the time of the passage of the Act of March 23, 1868. Whilst they were in force, it was idle to talk about any person in the state being a qualified voter unless his name actually appeared on the registration books. In the language of the state supreme court in the case of the State *ex rel.* Woodson v. Brassfield, 67 Mo., 321: "This was the final qualifying Act, and no matter if a citizen possessed every other qualification, if not registered, he was not a qualified voter."

The result of all this is, that the means were at hand at all times for determining the exact number of qualified voters; or, in other words, those entitled to vote, for they are synonymous terms, at every election authorized to be held in the state, viz: every county, township, city and town. In this connection the attention of the court is especially called to the recital in the bond "authorized by a vote of more than two-thirds of the voters of said township." There is certainly a very broad dis-

tinction between "voters of the township" and qualified voters of the township. This principle is well settled by all the courts of the land, and repeated in a number of decisions of the Supreme Court of Missouri, "that all persons dealing with the court thus acting in behalf of the county were bound to know the law that conferred the authority."

Wolcott v. Lawrence Co., 26 Mo., 272;
Sheeley v. Wigg *et al.*, 22 Mo., 398;
State *ex rel.* v. West *et al.* v. Clark Co. *et al.*, 41 Mo., 44.

If the authority to issue the bonds is wanting, they are therefore invalid in the hands of any and all persons.

This brings us to the second branch of the case.

The next question raised by the certificate of division is the defendant in error estopped either by its acts or the recitals in the bonds to deny, that at the time the subscription was made the railroad company was incorporated.

There can be no estoppel in respect to acts which are done in violation of the constitution, or an Act of the Legislature, or which are obviously *ultra vires*. A municipal corporation can always plead a want of power. If there was no authority in the first place to make the subscription, nothing that the county or those acting for it might do would validate the bonds or amount to a ratification.

A ratification presupposes the power on the part of the person ratifying to do the act ratified.

10 Wall., 676; 94 U. S., 260, 255.

Upon the authority of the case of Rubey v. Shain, 54 Mo., 207, the subscription, if made without authority of law, is illegal and void, and there can be no estoppel in such a case.

The power to contract must exist before innocent holders can claim protection.

10 Wall., 676; 94 U. S., 260.

A purchaser is bound to notice the provisions and extent of an Act of the Legislature authorizing the making of a subscription, and the issuing of bonds in payment thereof.

Dillon on Municipal Bonds, pp. 15, 52 and 53;
Loan Assn. v. Topeka, 20 Wall., 665 and 667.

The United States' courts will be controlled by the decisions of the state courts, after the issue of bonds, when the question is one that depends upon the construction of a local statute.

King v. Wilson, 1st Dillon, 505;
Gulpke v. Dubuque, 1 Wall., 175;
Allcott v. Supervisors, 16 Wall., 678—8 Wall., 575;
Supervisors v. U. S., 18 Wall, 71;
Chicago v. Sheldon, 9 Wall., 50;
Pine Grove Township v. Talcott, 19 Wall., 666.

Doctrine of Supreme Court as to recitals, see Dillon on Mun. Bonds, p. 49.

But there is another and very substantial reason why the demurrers to the petitions were sustained and why the judgment of the court below should be affirmed.

The petition alleges simply that the bonds were executed and delivered on the first day of November, A. D. 1871, to the "Clarksville & Western Railroad Company, a railroad company then and there duly organized, incorporated and existing under the laws of the state of Missouri."

But it is nowhere averred when the subscription was made or when the rail-road company was organized. These, we hold, are necessary and material averments under the interpretation of the Act of 1868, made by the Supreme Court of Missouri.

In the case of Rubey v. Shain *et al.*, 54 Mo., 207, in that the Articles of Association were signed by eight persons, each subscribing two hundred dollars on the sixteenth day of December, 1868.

The road proposed to be built was ninety miles in length. A petition was presented to the county court, and an election ordered on the eighteenth day of December, 1868. The election in the township was held in June, 1869, six month thereafter. On the ninth day of November, 1869, ordered the subscription, and issued bonds therefor.

The articles of association were not executed within the meaning of the laws of the state until the tenth day of November, 1869, and filed in the office of the secretary of the state, on the twelfth of the same month.

" On this state of facts (the court says) the question is whether such subscription is valid."

After quoting Sec. 14, Art XI, of the state constitution so frequently alluded to in the argument of these cases, the court proceeds to set out in full the following section of the statute (Wagner's Statute, 305 Sec, 17): " it shall be lawful for the county court of any county, the city council of any city, or the trustee of any incorporated town to take stock for such county, city or town, or loan its credit to any railroad company *duly organized under this or any other* law of the state, provided," etc.

It then proceeds to quote the provisions of the Act of 1868, in reference to the petition of the twenty-five taxpayers, the ordering of the election, etc., and says:—

" The company was incorporated under the general law. That law (Wagner's Statute, 206, Sec. 1) provides that five persons or more might make and sign articles of association in which shall be stated the name of the company, its proposed duration, the points of beginning

and ending of the road, its length, and the counties through which it was to run, the amount of capital stock, which should not be less than $10,000 for every mile of road constructed or proposed to be constructed. This section then declares that on compliance with the provisions of the third section of the same chapter, these articles might be filed in the office of the secretary of state who was to endorse thereon the day they were filed and record them, and *thereupon* the persons named *should be a corporation*," etc.

The third section of the act above referred to, prohibited the filing and recording of these articles until one thousand dollars of stock was subscribed for every mile of road proposed, and five per cent. paid thereon in good faith, and in cash, and an affidavit was annexed to said articles by three directors to this effect, and that it was intended in good faith to construct and operate the road. The constitution does not seem to prohibit the legislature from authorizing municipalities to subscribe to corporations *in fieri* or contemplated one, since it uses the terms "company, association or corporation," and the word "association" might well apply to an unincorporated company. But, in regard to railroads, the legislature uses more definite language, and undoubtedly limits the power to subscribe to "railroad companies duly organized under some law of the state," general or special, and the Act authorizing township subscription is confined to assistance to some railroad company in this state, and does not, in terms, authorize a subscription to a mere contemplated corporation.

It is not intended that counties, cities, or towns, or townships shall, by their subscriptions, form the basis on which a future corporation is to be erected, a nucleus around which aid is to be gathered from other quarters to construct roads; but that they may, by their subscriptions or loans, aid corporations already in existence."

Now, it is submitted here that the allegations in this petition ought to be sufficient to cover these points as stated by the Supreme Court of Missouri, and if they are not, then the petition does not set out a course of action, and the demurrer was properly sustained, independent of all other questions in the case.

It is not alleged that there was a corporation duly organized under some law of the state, either when the vote was taken authorizing the subscription, or at the time the subscription was made, but simply that it was organized, and in existence under the laws of the state at the time the bonds were issued and delivered, etc.

Farther on in the same case of Rubey v. Shain, the learned judge (Hon. W. B. Napton, the ablest jurist the state has ever had,) says, after alluding to the manner in which the subscription had been made, and the corporation really formed on the basis of that subscription, as in point of fact they all were: "This was all done, no doubt, in good faith, and there is no reason to believe that any evasion of the law was intended; but, however, unpleasant the duty may be, and however disastrous may be the consequences to innocent persons, we are obliged to hold the subscription of the court illegal and void; for it is well settled that these municipalities cannot subscribe to railroad enterprises unless authorized by law, and the law in this case gave them *no power* to subscribe stock to a corporation which had no existence, and which could only spring into existence by virtue of the stock subscribed."

THOS. J. C. FAGG.
Of counsel for Defendants in Error.